

EXHIBIT 66

**Redacted Excerpts from
30(b)(6) Deposition of
Lawrence Epstein on
Sponsorships**

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON)	
FITCH, on behalf of)	
themselves and all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.
)	2:15-cv-01045-RFB- (PAL)
)	
ZUFFA, LLC, d/b/a Ultimate)	
Fighting Championship and)	
UFC,)	
)	
Defendant.)	
)	

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VIDEO RECORDED 30(b)(6) DEPOSITION OF ZUFFA, LLC

BY IKE LAWRENCE EPSTEIN

July 21, 2017

LAS VEGAS, NEVADA

11:00 a.m.

Reported by:
DEBRA D. SMALLEY, CCR #537
Job No. 51247-A

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<p style="text-align: right;">287</p> <p>1 Q But during those events surrounding a UFC fight, 2 the fighter would have to comply with the sponsorship 3 policies established in the league affiliation agreement? 4 A I would -- 5 MS. GRIGSBY: Objection to form. 6 THE WITNESS: I would say official UFC events. 7 And I think that migrated over a period of time, too. 8 I mean, I think initially it was just like the event 9 itself and athletes were wearing whatever they wanted 10 at those weigh-ins and at the, you know, the press 11 conference and all that stuff. 12 So it changed over a period of time, but just 13 so we're clear, it would only be UFC events. If it 14 wasn't a UFC event, an athlete was doing an interview, 15 you know, with the media, Fight Week or chat -- you know, 16 sending Instagram pictures out of themselves, do whatever 17 they want. 18 BY MR. SILVERMAN: 19 Q Before the approved sponsor program went into 20 effect, could an athlete wear have an apparel sponsor, 21 wear that sponsor's logo into the Octagon, without that 22 sponsor paying any exposure fee? 23 A It depended on whether the imagery contained 24 in those particular, you know, apparel items were -- 25 were not derogatory in nature. We had some sponsors</p>	<p style="text-align: right;">289</p> <p>1 to join the approved sponsor program after it went into 2 effect, at least the beginning stages of that program, is 3 it correct that they would have to sign a league or brand 4 affiliation agreement? 5 A No, they could have signed a larger sponsorship 6 deal. 7 Q Okay. One or the other? 8 A One or the other. 9 Q But some agreement with Zuffa? 10 A Correct. 11 I mean, other than the examples I gave you 12 before where we allowed Nike, we allowed, you know, 13 other brands, for certain reasons, or fighters 14 individually negotiated particular provisions that 15 allowed them to wear some of their brands into the 16 Octagon. 17 Q And the only exception you can recall right 18 now to that was Nike, and were there any others? 19 MS. GRIGSBY: Objection to form. Misstates 20 testimony. 21 THE WITNESS: I mean, I said -- I previously 22 mentioned I think for certain periods of time we allowed 23 Clinch Gear. For certain periods of time we allowed 24 Punishment brands for Tito Ortiz. Those are the ones 25 that I can remember off the top of my head.</p>
<p style="text-align: right;">288</p> <p>1 that had some sort of White Supremacist Nazi-type stuff 2 which we would not allow, so if there were certain images 3 we felt were inappropriate to associate with our brand, 4 no. They couldn't wear those. 5 Q But if the -- if the logo otherwise complied 6 with the existing policies about content, is it right 7 that before the approved sponsorship program went into 8 effect, the fighter could wear a sponsor's -- an apparel 9 company sponsor's logo into the Octagon without paying 10 an exposure fee? 11 A That's correct. 12 Q And starting some time around 2009? 13 A I don't know when. 14 Q But at some point -- 15 A Some time before, if this is accurate -- if 16 this email date is accurate of August 4th, 2009, some 17 time before that. 18 Q But at some point, Zuffa's policy on apparel 19 sponsors changed; is that right? 20 A That's correct. 21 Q Okay. And at first did this change only apply 22 to apparel sponsors? 23 A That's my recollection, yes. 24 Q And I think you said this, but just to clarify, 25 in order to join the -- in order for an apparel company</p>	<p style="text-align: right;">290</p> <p>1 BY MR. SILVERMAN: 2 Q And none of those sponsors had any agreement 3 whatsoever with Zuffa or the UFC? 4 A I mean, Nike never had any agreement ever. I 5 know that for sure. 6 I don't recall any arrangements with Punishment 7 or Clinch Gear. 8 Q So it's possible that they had agreements with 9 the UFC? 10 A I guess anything is possible. I just don't 11 recall one way or the other. 12 Q Okay. Yeah, what I'm asking for now are 13 exceptions that you can recall with confidence where 14 a fighter was able to wear a sponsor's logo into the 15 into the Octagon where that sponsor had no agreement 16 whatsoever with Zuffa or the UFC. 17 A Yeah, and I guess the reason why it's hard to 18 answer your question is the athletes aren't just there 19 for one event. Some of these athletes are for many 20 different events. So the answer with respect to Dan 21 Henderson could be -- maybe at some time he entered 22 into an affiliation agreement, but I know -- I'm very 23 confident there are certain periods of time where he 24 negotiated an agreement that he could wear Clinch Gear. 25 Q Now, in the case of Dan Henderson and Clinch</p>

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<p style="text-align: right;">291</p> <p>1 Gear, do you know if Dan -- was Clinch Gear owned by</p> <p>2 Dan Henderson?</p> <p>3 A He had some connection to it, yeah. I don't</p> <p>4 know whether he owned it or not.</p> <p>5 Q Were -- at some point in time were -- did the</p> <p>6 approved sponsor program expand to cover sponsors other</p> <p>7 than just apparel sponsors?</p> <p>8 A Yes.</p> <p>9 Q What other types of sponsors were added?</p> <p>10 A Essentially all sponsors had to be approved</p> <p>11 via some sort of league affiliation agreement.</p> <p>12 Q Do you recall when that change in policy went</p> <p>13 into effect?</p> <p>14 A No.</p> <p>15 Q Is it fair to say it was some time after August</p> <p>16 2009?</p> <p>17 A Yes.</p> <p>18 Q Because here Mr. Mersch is saying it only</p> <p>19 pertains to tshirt and apparel companies in August 2009;</p> <p>20 right?</p> <p>21 A Correct.</p> <p>22 Q Okay. Actually, it's already been marked. I'm</p> <p>23 handing you what's been previously marked Mossholder</p> <p>24 Exhibit 41. Let me know when you've you had a chance</p> <p>25 to look at it.</p>	<p style="text-align: right;">293</p> <p>15 A You'd have to ask Mr. Mersch what he meant by</p> <p>16 it.</p> <p>17 Q But Mr. Mersch was sending this email in his</p> <p>18 official capacity implementing Zuffa's sponsorship</p> <p>19 policies; is that right?</p> <p>20 A Absolutely.</p> <p>21 Q And is it true -- I mean, I think we've already</p> <p>22 covered this, but just to -- just to make sure we're on</p> <p>23 the same page, for sponsors who were included in the</p> <p>24 approved sponsor program as it expanded, they did, in</p> <p>25 fact, have to pay Zuffa exposure fees in order to</p>
<p style="text-align: right;">292</p> <p>1 A Okay.</p> <p>2 Q Here Mr. Mersch sends out an email, it looks</p> <p>3 like to a bunch of-- a bunch of sponsors, looking at</p> <p>4 the bottom half of the page Bates stamped 339.</p> <p>5 A Yeah.</p> <p>6 Q Just for the record, this is Bates stamped</p> <p>7 ZFL-2198339.</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 Q And this is the same program -- this approved</p> <p>21 sponsor program, is this just what we were talking about,</p> <p>22 essentially?</p> <p>23 A I don't know about -- about these on-line stores</p> <p>24 because I --</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">294</p> <p>1 continue to sponsor fighters in the Octagon; right?</p> <p>2 A As I testified previously, I mean, that</p> <p>3 was generally the rule, but there were a variety of</p> <p>4 exceptions where we allowed brands like Nike and other</p> <p>5 brands to put their logos on athletes in the Octagon.</p> <p>6 Q Is it fair to say that Nike is a special case</p> <p>7 compared to, let's say, Combat Corner Professional, for</p> <p>8 example?</p> <p>9 MS. GRIGSBY: Objection to form.</p> <p>10 THE WITNESS: I have no idea what you mean by</p> <p>11 "special."</p> <p>12 MR. SILVERMAN: Yeah, let me -- let me clarify</p> <p>13 it.</p> <p>14 BY MR. SILVERMAN:</p> <p>15 Q So was it a benefit for Zuffa for Zuffa's</p> <p>16 brand to be associated with other highly acclaimed</p> <p>17 major brands such as Nike? Well established brands?</p> <p>18 A Certainly.</p> <p>19 Q Particularly brands outside the MMA space that</p> <p>20 could bring legitimacy to Zuffa's brand in other areas</p> <p>21 outside of MMA?</p> <p>22 A I wouldn't say they're out of the MMA space,</p> <p>23 but, you know, we wanted to associate ourselves with</p> <p>24 high-quality brands.</p> <p>25 COURT REPORTER: Pardon?</p>

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<p style="text-align: right;">295</p> <p>1 THE WITNESS: We wanted -- we wanted to</p> <p>2 associate ourselves with high-quality brands.</p> <p>3 BY MR. SILVERMAN:</p> <p>4 Q Was Zuffa's policy for negotiating sponsorship</p> <p>5 arrangements with high quality brands, major brands,</p> <p>6 different than for smaller brands who couldn't bring</p> <p>7 Zuffa the who couldn't bring the same patina to</p> <p>8 to UFC's brand?</p> <p>9 MS. GRIGSBY: Objection to form.</p> <p>10 THE WITNESS: Not necessarily, no.</p> <p>11 BY MR. SILVERMAN:</p> <p>12 Q But isn't it true that Zuffa sought to associate</p> <p>13 itself with brands such as Nike?</p> <p>14 A And we continue to this day to want to associate</p> <p>15 ourselves with high-quality brands.</p> <p>16 I wouldn't consider Clinch Gear, by the way, a</p> <p>17 high-quality brand, but we negotiated a separate deal</p> <p>18 with Dan to allow that to happen, and there were many</p> <p>19 other examples.</p> <p>20 (Plaintiffs' Epstein Exhibit 34 was marked</p> <p>21 for identification.)</p> <p>22 BY MR. SILVERMAN:</p> <p>23 Q Okay. So I'm handing you what's been marked</p> <p>24 Epstein Exhibit</p> <p>25 COURT REPORTER: 34.</p>	<p style="text-align: right;">297</p> <p>3 [REDACTED]</p> <p>4 Is that is Mr. Mersch accurately stating</p> <p>5 Zuffa's policy that there in that email that he</p> <p>6 responds to Nate that I just read?</p> <p>7 A Well, I think he responds to the first half</p> <p>8 by saying "email me at Mike Mersch," and that's the</p> <p>9 best way to -- you know, "The standard procedure is to</p> <p>10 have the prospective sponsors contact me directly and I</p> <p>11 will handle working out an agreement with them so they</p> <p>12 can sponsor you and other fighters in the UFC," and he</p> <p>13 leaves his email address, so the first half he answers</p> <p>14 with that response.</p> <p>15 Q Is that an accurate description of the standard</p> <p>16 procedure that Zuffa used?</p> <p>17 A It's -- it seems fine to me. I don't remember</p> <p>18 there being an official standard procedure, but it makes</p> <p>19 sense they would contact Mike.</p> <p>20 Q Yeah. And then</p> <p>21 A And with respect to Strikeforce, yeah, we</p> <p>22 required Strikeforce -- the same -- the same things</p> <p>applied to the Strikeforce brand.</p> <p>[REDACTED]</p>
<p style="text-align: right;">296</p> <p>1 BY MR. SILVERMAN:</p> <p>2 Q -- 34.</p> <p>3 Let me know when you've had a chance to look</p> <p>4 at it.</p> <p>5 A Okay.</p> <p>6 Q So at the bottom of the first page ending in</p> <p>7 Bates stamp 374 -- oh, and for the record, this is</p> <p>8 Bates stamped LEPLAINTIFFS-0032374.</p> <p>9 This is another email exchange between</p> <p>10 Mr. Mersch and Nate Quarry; right?</p> <p>11 A It looks like it.</p> <p>[REDACTED]</p>	<p style="text-align: right;">298</p> <p>3 [REDACTED]</p> <p>4 Was that an accurate -- well, let me ask</p> <p>5 first, is he describing the exposure fees that --</p> <p>6 that companies are required to pay in their league</p> <p>7 affiliation agreements as of June 10th, 2011?</p> <p>8 A I believe he is. You'd have to ask him,</p> <p>9 though.</p> <p>10 Q And -- but when he's communicating this</p> <p>11 information to Nate Quarry, he was a fighter at the</p> <p>12 time, he's acting in his official capacity as Zuffa's</p> <p>13 representative for dealing with fighters as they deal</p> <p>14 with their sponsors?</p> <p>15 A I guess so. I mean, I don't know exactly what</p> <p>16 deal with fighters dealing with sponsors means, but yeah.</p> <p>17 I mean, in general, yes. He certainly wasn't doing this</p> <p>18 on his free time.</p> <p>19 Q Okay. Was it part of his job to communicate</p> <p>20 to fighters what Zuffa's policies were with respect to</p> <p>21 which sponsors they could use or couldn't use?</p> <p>22 A Yes.</p> <p>[REDACTED]</p>

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<p style="text-align: right;">299</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 So is it true that at some point supplement</p> <p>4 companies were also added to the approved sponsor</p> <p>5 program?</p> <p>6 A Yes.</p> <p>7 Q Okay. Do you recall when that was?</p> <p>8 A No.</p> <p>9 Q And did it depend on whether or not Zuffa</p> <p>10 found -- or did the timing of that depend on when Zuffa</p> <p>11 found a dominant player to be an official sponsor of the</p> <p>12 UFC in the supplement category?</p> <p>13 A No.</p> <p>14 Q So is Mr. Mersch inaccurately characterizing</p> <p>15 Zuffa's approach to adding supplements to the approved</p> <p>16 sponsor program there?</p> <p>17 A No.</p> <p>18 MS. GRIGSBY: Objection to form.</p> <p>19 BY MR. SILVERMAN:</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 MS. GRIGSBY: Objection to form.</p>	<p style="text-align: right;">301</p> <p>1 on as an official UFC sponsor at some point after BSN.</p> <p>2 Q And at that point, how did Zuffa's policy -- at</p> <p>3 that point after MusclePharm became an official sponsor</p> <p>4 of the UFC, do you know what Zuffa's policy was with</p> <p>5 regards to other nutritional supplement companies</p> <p>6 sponsoring individual fighters in the Octagon?</p> <p>7 A I don't specifically recall, no.</p> <p>8 Q I believe earlier you said that part of Zuffa's</p> <p>9 goal or purpose in implementing the approved sponsor</p> <p>10 program was to reduce the number of logos that appeared</p> <p>11 on the fighters in the Octagon; is that right?</p> <p>12 A Correct.</p> <p>13 Q And I think you said also that as a -- as a</p> <p>14 result of that, the number of sponsors who appeared in</p> <p>15 the Octagon did, in fact, decline; is that right?</p> <p>16 A That's my recollection, yeah.</p> <p>17 Q As a result of that, were there some UFC</p> <p>18 fighters who were receiving money from sponsors who</p> <p>19 were no longer able to wear those sponsors' logos into</p> <p>20 the Octagon?</p> <p>21 A I mean, as a result of what?</p> <p>22 Q The implementation of the approved sponsor</p> <p>23 program.</p> <p>24 A That they were no longer allowed to wear</p> <p>25 certain logos then?</p>
<p style="text-align: right;">300</p> <p>1 THE WITNESS: No, you're all over the place.</p> <p>2 First of all, BSN was an official sponsor</p> <p>3 previously, so I assume there was a program -- I mean,</p> <p>4 there could have been a program in place when they were</p> <p>5 sponsors. Now saying there's no sponsors, so you can</p> <p>6 lock in an affiliation agreement probably at a lower</p> <p>7 amount of money.</p> <p>8 I mean, no, your question is -- I guess I don't</p> <p>9 understand your question.</p> <p>10 MR. SILVERMAN: Okay.</p> <p>11 THE WITNESS: Because I don't believe those two</p> <p>12 things are at all inconsistent.</p> <p>13 BY MR. SILVERMAN:</p> <p>14 Q Okay. So when BSN was the official sponsor of</p> <p>15 the UFC in the supplement category, did other supplement</p> <p>16 companies who wanted to sponsor individual fighters in</p> <p>17 the Octagon have to pay higher exposure fees?</p> <p>18 A I don't recall.</p> <p>19 Q Do you recall if, after BSN was out as the</p> <p>20 official sponsor, they were replaced by another</p> <p>21 dominant player in the -- in the supplement category</p> <p>22 as an official sponsor of the UFC?</p> <p>23 A At some point MusclePharm came on. I don't</p> <p>24 know if they became a dominant player. I don't know</p> <p>25 what Mike meant by that, but MusclePharm certainly came</p>	<p style="text-align: right;">302</p> <p>1 Q Um-hm. Yes.</p> <p>2 A Of course.</p> <p>3 Q As a result, did some fighters lose sponsorship</p> <p>4 income that they were getting from those sponsors?</p> <p>5 MS. GRIGSBY: Objection. Foundation.</p> <p>6 THE WITNESS: You'd have to ask them.</p> <p>7 BY MR. SILVERMAN:</p> <p>8 Q Was Zuffa concerned about losing UFC fighters</p> <p>9 to other MMA promotions as a result of the implementation</p> <p>10 of their approved sponsor program?</p> <p>11 A Yes. And to this day it continues to be used</p> <p>12 as a significant negotiating point, particularly with</p> <p>13 our main rival, Bellator, where every time they make</p> <p>14 an offer to a fighter, they tell them "You can wear</p> <p>15 anything you want into the Octagon."</p> <p>16 In fact, I heard recently they are willing to</p> <p>17 pay multi-million dollar fees if they ever change their</p> <p>18 policy to the fighters.</p> <p>19 Q Why is that a selling point to a fighter?</p> <p>20 A Because I assume, you know, they're selling</p> <p>21 it to them because they think, you know, the athletes</p> <p>22 perceive they can make additional money via sponsors.</p> <p>23 MS. GRIGSBY: Is now a good time to just take</p> <p>24 a three-minute break?</p> <p>25 MR. SILVERMAN: Sure. That's fine. Yeah. Why</p>

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303		305
<div>1 don't we do that. Let's try to keep -- I mean, yeah, 2 let's do it. 3 THE VIDEOGRAPHER: This marks the end of media 4 one. We're off the record at 12:21 p.m. 5 (Off the record) 6 THE VIDEOGRAPHER: Back on the record. The time 7 is 12:31 p.m. This marks the beginning of media two in 8 the continuing video-recorded deposition of Lawrence 9 Epstein. 10 (Plaintiffs' Epstein Exhibit 35 was marked 11 for identification.) 12 BY MR. SILVERMAN: 13 Q I'm handing you what has been marked -- 35. 14 Epstein 35. 15 A Thank you. 16 Do you want me to read all this? 17 Q Why don't I point you to parts of it, and if 18 you want to read the rest let me know. 19 A Okay. 20 Q I mean, my first question, and if you have to 21 read the whole thing to answer this, then feel free, is 22 a bunch of these emails are from Michael Mersch to Nate 23 Quarry. 24 I guess all of them are a conversation between 25 Mersch and Quarry; is that right?</div>		<div>1 again, now we're in a world where, if you call the 2 current situation with Reebok an approved sponsor 3 program, we're in a world where that is continually 4 a negotiating point. Every time an athlete hits the 5 free market, Bellator or other -- ONE FC, whoever the 6 competitor is, says "This is something we can offer 7 you that the UFC can't." [REDACTED] MS. GRIGSBY: Objection to form.</div>
304		306
<div>1 A It looks like it. 2 Q Did Mersch send these emails in his official 3 capacity? 4 A I assume he did, yes. 5 Q I mean, look at it long enough to determine if 6 there's anything that Zuffa would not have authorized. 7 A Well, those are two different questions. I 8 mean, I assume he's sending these emails to a fighter 9 in his official capacity. Whether he was authorized to 10 make every statement here, I don't know. I'd have to 11 read them all. But he certainly appears to have done 12 it in his official capacity as a UFC employee. 13 Q Okay. I think you mentioned that Zuffa's 14 creation of the approved sponsor program well, 15 strike that. 16 Were fighters were some fighters, at least, 17 unhappy with the approved sponsor program? 18 A I believe they were. 19 Q I believe you testified that Bellator uses it 20 as a selling point in fighter negotiations? 21 A They do. 22 Q Okay. Are you aware of the UFC ever losing a 23 fighter specifically to another MMA promotion because 24 of the approved sponsor program? 25 A I mean, I'm certainly aware of it, and once</div>		<div>1 THE WITNESS: I assume so. You have to ask him, 2 though, but it looks like that. 3 BY MR. SILVERMAN: 4 Q But it's true that some time prior to February 5 2010, as we know from Mersch's earlier emails, Zuffa 6 created the approved sponsor program which did apply 7 to apparel companies; right? 8 A That's correct. [REDACTED] MS. GRIGSBY: Objection to form. THE WITNESS: As I mentioned previously, when it comes to fighters, that this has been a factor that has been part of the negotiation process where our competitors will use now the Reebok situation -- and previously the approved sponsor program -- as a negotiating tool to get fighters to leave or to, you know, go with them when they hit the free market. So, I mean, that's just the reality of the situation. That's the competitive environment we live in.</div>

341

2 A You'd have to ask him, but clearly, he didn't
3 read the fact that there was a smiley face afterwards,
4 which clearly would indicate that it's a joke, so --
5 (Plaintiffs' Epstein Exhibit 44 was marked
6 for identification.)

8 **Q** I'm handing you what's been marked as Epstein
9 Exhibit 44, which is Bates stamped ZFL-2174221.

11 A No.

13 Q Yeah, why don't you read it. This is going
14 to be our last one. Then we'll -- then we'll be done.

16 Q Okay. So if you look at the second page, Bates
17 stamped 222, there's an email from Steve Izzy at SPRAWL
18 Fight Short Company to Mr. Mersch.

20 A A fight short company.

22 A Yeah. They're -- they're one of the more
23 respected MMA-style short companies.

24 [REDACTED]
[REDACTED] [REDACTED]

§ 87(2)(b) [REDACTED]
§ 87(2)(b) [REDACTED]
§ 87(2)(b) [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

16 **Did Mr. Mersch write that email on July 13th,**
17 **2010 in his official capacity?**

18 A Yes.

19 Q Okay. Do you know why he said that Zuffa was
20 particularly looking at Strikeforce and Bellator?

21 A Both major competitors, both were doing what
22 I said previously, which is making their product look
23 exactly like ours, with a similar enclosure, with similar
24 sponsors and so, you know, we were enforcing it with
25 respect to them because of what their business model

26 (Pages 339 to 342)

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450 Seventh Avenue - Ste 500, New York, NY 10123 1.800.642.1099

25 A He was obviously joking.

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<p style="text-align: right;">343</p> <p>1 was.</p> <p>2 Q And that was before Zuffa acquired Strikeforce;</p> <p>3 is that right?</p> <p>4 A Yes.</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 Did Mr. Mersch write that email in his official</p> <p>25 capacity?</p>	<p style="text-align: right;">345</p> <p>1</p> <p>2 STATE OF _____)</p> <p>3) :ss</p> <p>4 COUNTY OF _____)</p> <p>5</p> <p>6</p> <p>7 I, IKE LAWRENCE EPSTEIN, the witness</p> <p>8 herein, having read the foregoing</p> <p>9 testimony of the pages of this deposition,</p> <p>10 do hereby certify it to be a true and</p> <p>11 correct transcript, subject to the</p> <p>12 corrections, if any, shown on the attached</p> <p>13 page.</p> <p>14</p> <p>15 _____</p> <p>16 IKE LAWRENCE EPSTEIN</p> <p>17</p> <p>18</p> <p>19</p> <p>20 Sworn and subscribed to before me,</p> <p>21 this _____ day of _____, 2017.</p> <p>22</p> <p>23 _____</p> <p>24 Notary Public</p> <p>25</p>
<p style="text-align: right;">344</p> <p>1 A Yes.</p> <p>2 Q Okay. Why do you think -- strike that.</p> <p>3 What was he referring to -- strike that.</p> <p>4 Why do you think he referred specifically to</p> <p>5 providing Strikeforce fighters with a revenue stream?</p> <p>6 A You should ask him. I have no idea.</p> <p>7 MR. SILVERMAN: All right. That's all I've got.</p> <p>8 THE WITNESS: Thank you very much.</p> <p>9 MR. SILVERMAN: Thanks. Sorry we ran a bit</p> <p>10 over.</p> <p>11 THE VIDEOGRAPHER: This concludes today's</p> <p>12 deposition of Lawrence Epstein. We're off the record</p> <p>13 at 1:46 p.m.</p> <p>14 (Time Noted: 1:46 p.m.)</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">346</p> <p>1 REPORTER'S CERTIFICATION</p> <p>2</p> <p>3 I, Debra D. Smalley, Registered Merit Reporter,</p> <p>4 Certified Shorthand Reporter, in and for the State</p> <p>5 of California, do hereby certify:</p> <p>6</p> <p>7 That the foregoing witness was by me duly sworn;</p> <p>8 that the deposition was then taken before me at the</p> <p>9 time and place herein set forth; that the testimony and</p> <p>10 proceedings were reported stenographically by me and</p> <p>11 later transcribed into typewriting under my direction;</p> <p>12 that the foregoing is a true record of the testimony</p> <p>13 and proceedings taken at that time.</p> <p>14</p> <p>15 IN WITNESS WHEREOF, I have subscribed my name this</p> <p>16 date:</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21 _____</p> <p>22 DEBRA D. SMALLEY, RMR</p> <p>23 CSR NO. 8513</p> <p>24</p> <p>25</p>

CONFIDENTIAL - IKE LAWRENCE EPSTEIN

<p>1 INSTRUCTIONS TO WITNESS</p> <p>2</p> <p>3 Please read your deposition over carefully</p> <p>4 and make any necessary corrections. You should state</p> <p>5 the reason in the appropriate space on the errata</p> <p>6 sheet for any corrections that are made.</p> <p>7 After doing so, please sign the errata sheet</p> <p>8 and date it.</p> <p>9 You are signing same subject to the changes</p> <p>10 you have noted on the errata sheet, which will be</p> <p>11 attached to your deposition.</p> <p>12 It is imperative that you return the original</p> <p>13 errata sheet to the deposing attorney within thirty</p> <p>14 (30) days of receipt of the deposition transcript by</p> <p>15 you. If you fail to do so, the deposition transcript</p> <p>16 may be deemed to be accurate and may be used in court.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	347	
<p>1 E R R A T A</p> <p>2</p> <p>3</p> <p>4</p> <p>5 I wish to make the following changes,</p> <p>6 for the following reasons:</p> <p>7</p> <p>8 PAGE LINE</p> <p>9 ____ CHANGE: _____</p> <p>10 REASON: _____</p> <p>11 ____ CHANGE: _____</p> <p>12 REASON: _____</p> <p>13 ____ CHANGE: _____</p> <p>14 REASON: _____</p> <p>15 ____ CHANGE: _____</p> <p>16 REASON: _____</p> <p>17 ____ CHANGE: _____</p> <p>18 REASON: _____</p> <p>19 ____ CHANGE: _____</p> <p>20 REASON: _____</p> <p>21</p> <p>22 _____</p> <p>23 WITNESS' SIGNATURE DATE</p> <p>24</p> <p>25</p>	348	

28 (Pages 347 to 348)